



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenant's application for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49 of the *Residential Tenancy Act* (the Act).

The landlord did not appear for a hearing set for 0930. The hearing remained open until 0943. The landlord did not file any evidence in respect of this application. The tenant attended the hearing.

The tenant testified that he personally served the landlord with the dispute resolution package on 13 February 2016. The tenant testified that he served the landlord at his residence. The tenant testified that WH witnessed this service. On the basis of this evidence, I am satisfied that the landlord was properly served with the dispute resolution package pursuant to section 89 of the Act.

Issue(s) to be Decided

Should the landlord's 2 Day Notice be cancelled?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the tenant, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The tenant was served with the 2 Month Notice dated 27 January 2016 on that date. The 2 Month Notice did not set out the reason it was given.

Analysis

In accordance with subsection 49(8) of the Act, the tenant must file his or her application for dispute resolution within fifteen days of receiving the 2 Month Notice. In this case, the tenant received the 2 Month Notice on 27 January 2016. The tenant filed his application for dispute resolution on 9 February 2016. Accordingly, the tenant filed within the fifteen-day limit provided for under the Act.

Where a tenant applies to dispute a 2 Month Notice, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the 2 Month Notice is based. The landlord did not submit any evidence or appear for this hearing. The landlord did not meet his onus of proof. Thus, the 2 Month Notice is set aside and is of no force and effect. This tenancy will continue until ended in accordance with the Act.

Conclusion

The 2 Month Notice is set aside and is of no force or effect. The tenancy continues uninterrupted.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: March 30, 2016

Residential Tenancy Branch